



Signed and Filed: July 2, 2020

DENNIS MONTALI
U.S. Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC COMPANY,

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric Company
☐ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**ORDER APPROVING
STIPULATION BETWEEN PACIFIC
GAS AND ELECTRIC COMPANY
AND JOHN LEE CLARK FOR
LIMITED RELIEF FROM
AUTOMATIC STAY**

1 The Court having considered the *Stipulation Between Pacific Gas and Electric Company*
2 *and John Lee Clark for Relief from the Automatic Stay* (the “**Stipulation**”),¹ entered into by
3 Pacific Gas and Electric Company (the “**Utility**”), as debtor and debtor in possession in the above
4 captioned cases (the “**Chapter 11 Cases**”), on the one hand, and John Lee Clark (“**Clark**”), on
5 the other hand, filed on July 1, 2020 [Dkt. No. 8229]; and pursuant to such Stipulation and
6 agreement of the Parties, and good cause appearing,

7 IT IS HEREBY ORDERED THAT:

- 8 1. The Stipulation is approved.
- 9 2. The Stipulation shall be effective as of the date of entry of this Order (the
10 “**Effective Date**”).
- 11 3. The Parties shall engage in mutual good faith efforts to schedule a mediation
12 with respect to the Claims that are the subject of the State Court Action and the Proof of Claim (the
13 “**Mediation**”), to occur within 60-90 days of the Effective Date, with the understanding that the
14 Parties will be unable to fully control the timing of the Mediation and that such timing may be
15 delayed for reasons outside of their control.
- 16 4. Not less than thirty (30) days prior to the first scheduled date of the
17 commencement of the Mediation, Clark shall provide the Utility with the following information: (a)
18 a summary of all claimed damages by category; (b) a complete set of medical records; (c) any
19 support for claimed lost wages or other elements of claimed damages; and (d) a specific monetary
20 demand.
- 21 5. The automatic stay (or Plan injunction, as applicable) is hereby modified, to
22 the extent necessary and with waiver of any stay under Federal Rule of Bankruptcy Procedure
23 4001(a)(3), solely to permit the Parties to engage in the settlement and mediation activities described
24 in paragraphs 3 and 4 above.

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27 ¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them
28 in the Stipulation.

1 6. In the event that, after the Parties have engaged in mutual good faith efforts to
2 settle the Claims that are the subject of the State Court Action and the Proof of Claim, the Mediation
3 fails to result in such settlement of all such claims, the automatic stay (or Plan injunction, as
4 applicable) shall be modified, with waiver of any stay under Federal Rule of Bankruptcy Procedure
5 4001(a)(3), without further order of the Court and effective as of the date of written notice (including
6 by email to counsel in the State Court Action) by Clark no earlier than five (5) days after the
7 Mediation that the Mediation has failed, to permit Clark to prosecute any unresolved Claims that are
8 the subject of the State Court Action through final judgment and any appeals thereof in order to
9 liquidate the Claims that are asserted therein, but not to permit enforcement of any such judgment,
10 which Clark shall recover solely through the Plan and the claims reconciliation process in these
11 Chapter 11 Cases.

12 7. The Motion is deemed withdrawn and the Hearing is vacated.

13 8. Nothing herein shall be construed as a waiver by the Utility or Clark of any
14 claims, defenses, or arguments with respect to Claims that are the subject of the State Court Action
15 and the Proof of Claim.

16 9. The Stipulation shall constitute the entire agreement and understanding of the
17 Parties relating to the subject matter thereof and supersede all prior agreements and understandings
18 relating to the subject matter thereof.

19 10. The Court shall retain jurisdiction to resolve any disputes or controversies
20 arising from the Stipulation or this Order.

21 *** END OF ORDER ***
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1 Dated: June 29 2020

2 DOWNEY BRAND LLP

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4 /s/

Jamie P. Dreher

5 *Attorneys for Dwayne Little*
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